# CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY AUSTIN, TEXAS

#### CONTRACT MODIFICATION

CONTRACT NO:
 200524 DMS Upgrades or
 Solar ePaper Replacement

2. CONTRACT MODIFICATION NO.: 9 3. EFFECTIVE DATE OF C.M.
See Block 10

4. CONTRACTOR NAME: Luminator Technology Group, Inc.

#### 5. AGREEMENT TO MODIFY CONTRACT:

The parties hereto agree to modify the Contract identified in Block 1, above, as described in Block 10, below, pursuant to the terms and conditions of the Contract. Except as modified herein, all other provisions of the Contract (including, but not limited to, price, delivery, and completion date) remain unchanged.

6. AMOUNT OF THIS CONTRACT MODIFICATION: \$221,137.17 INCREASE

PRIOR TOTAL PRICE: \$ 1,592,758.25

NEW TOTAL PRICE: \$ 1,813,895.42

7. TERM OR PERIOD OF PERFORMANCE: NO CHANGE

PRIOR: August 31, 2021

NEW: August 31, 2021

#### 8. CONTRACTOR'S EXECUTION:

Name & Title: Charlie Miller, Vice President of Sales

(Print or type)

Signature: Charle R Mille

Date Executed: <u>06/04/20</u>21

#### 9. CONTRACTING OFFICER'S EXECUTION:

E-SIGNED by Muhammad Abdullah on 2021-06-10 07:36:01 CDT

Name & Title: Muhammad Abdullah, C.P.M., Chief Contracting Officer

(Print or type)

Signature:

Date Executed: \_ June 10, 2021

- **10. DESCRIPTION OF CONTRACT MODIFICATION:** This Contract Modification is made in accordance with Exhibit E Revised-2, Contractual Terms and Conditions, Section 20, entitled CHANGES, to be made a part hereof for all pertinent purposes. The changes are as follows:
  - 1. The Authority accepts the Luminator Technology Group proposal for the <u>Additional Spares to Remediate Vandalism</u>, dated 05/24/2021 (Quote No. A-180612), at the unit line-item prices, with the exception of the payment terms, in accordance with the departments Scope of Services, attached hereto and made a part hereof.
  - 2. Acceptance of the quote does not modify any existing payment terms as listed under Exhibit E-Revised-2, Section 6. Invoicing and Payment, or Section 8. Payment Milestones.

This modification may be executed in multiple originals, and an executed facsimile shall have the same force and effect as an original document.

[END OF MODIFICATION NO.:9]



# Statement of Work for Additional Spares to Remediate Vandalism

### INTRODUCTION

Capital Metropolitan Transportation Authority (Capital Metro) entered into Contract No. 200524 (formerly 200384) with Luminator Technology Group (LTG) to provide ePaper Dynamic Message Sign (DMS) Upgrades or Solar Replacements. The contract is for a Base Period (1 year) and five (5) Option Periods (years 2 through 6) and includes a specified quantity of signs, installation, licensing, hosting & warranty and support services. CapMetro did not foresee the problem of damaged signs, due to accidents or vandalism, that are not covered under the Warranty & Support Program. Due to the large number of vandalized signs (52 in 16 months), and with the expansion of the program through the IDIQ portion of the contract, Capital Metro has determined that the number of spares must be increased. This will enable us to replace signs without delay to ensure customers have real-time information at all locations, without interruption.

## **SCOPE OF WORK**

Luminator Technology Group shall provide a number of signs and parts as follows:

- I. Five (5) 32" ePaper Signs & Kits for Pole Mount Installation, PN# 511437002.
- II. Five (5) 13" ePaper Signs & Kits for Wall Mount Installations, PN# 511454001.
- III. Fifteen (15) 32" ePaper Sign Assemblies, PN# 511429201.
- IV. Five (5) 13" ePaper Sign Assemblies, PN# 511455001.
- V. Two (2) Solar Kits for 32" EPaper signs, PN# 511444003.
- VI. Three (3) Solar Kits for 13" EPaper signs, PN# 511444001.
- VII. Thirty (30) Sign Integration, Data Set-up, Programming Services, PN# 901057000.
- VIII. Thirty (30) Cellular Services, year one, PN# 901045000.
- IX. Thirty (30) Maintenance & Support Services, year one, PN# 901046000.
- X. Prices should be in accordance with the agreed upon IDIQ pricing. Order Form attached.
- XI. Signs and parts shall be delivered as soon as possible.



Capital Metro will be responsible for the following items:

- 1. Receive and inspect signs upon arrival.
- 2. Authorize invoicing within (10) working days of receiving a shipment.
- 3. Pay invoices within the agreed upon terms of the invoice.

Luminator Technology Group will be responsible for the following items:

- 1. Provide weekly updates on the status of the order to the Capital Metro Project Manager.
- 2. Ship signs and parts as soon as they become available. Items will be shipped to:

Capital Metro ATTN: Ralph Sutton

254-681-4921 9315 McNeil Rd.

Austin, TX 78758

3. Notify Capital Metro Project Manager of all shipments when they leave the warehouse and provide tracking information if available.